

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

In re:

Ricky Carl Neal

Debtor

Debra H Neal

Co-debtor

Case No.11-71688

Chapter 13

Honorable Thomas J. Tucker

**STIPULATION FOR ENTRY OF ORDER ALLOWING DEBTORS TO OBTAIN CREDIT
FOR MOTOR VEHICLE**

Debtors Ricky Carl Neal and Debra H Neal, by and through their Counsel, Robert Keyes Law, PLLC, and the Chapter 13 Trustee, Tammy L Terry, hereby stipulate to entry of the attached Order allowing Debtor to Obtain Credit for a Motor Vehicle.

WHEREFORE, Debtor and the Chapter 13 Trustee move the Court for entry of the attached Order and further relief as this Court may deem justified.

Office of the Ch. 13 Standing Trustee



Tammy L. Terry (P46254)
535 Griswold, Suite 2100
Detroit MI 48226
(313) 967-9857

Robert Keyes Law, PLLC

/s/ Robert Keyes
Robert Keyes (P68856)
300 North Huron Street
Ypsilanti MI 48197
(734) 662-1590



**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

In re:

Ricky Carl Neal

Debtor

Debra H Neal

Case No.11-71688

Chapter 13

Honorable Thomas J. Tucker

ORDER ALLOWING DEBTORS TO OBTAIN CREDIT FOR MOTOR VEHICLE

The above-captioned Debtor(s) and Tammy L. Terry, Standing Chapter 13 Trustee, hereby stipulate and agree to the entry of an Order Allowing Debtor(s) to Obtain Credit.

IT IS HEREBY ORDERED that the specific terms and conditions of this transaction, as agreed, are as follows:

1. Debtor(s) shall make direct payments to the lender or its assigns.
2. No notice is required as this Order does not adversely impact upon the Plan or Creditors.
3. Court approval shall be valid for thirty (30) days after entry.
4. Debtor(s) shall be solely responsible for insuring this vehicle and complying with all laws for same.
5. The specific terms of the financing are:

VEHICLE DESCRIPTION			
Year: 2014	Make: Buick	Model: Verano	New or Used? <input checked="" type="checkbox"/> Demo/Demonstrator
		Lease or Purchase? <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Purchase	

FINANCIAL INFORMATION		
Monthly payment: \$ 259.69	Total Amount Financed: \$ 11,987.00	Interest rate: 15.95 %
Length of the loan or lease: 72 months	Amount of Debtor's down payment: \$ 11,980.72	

Financing Company: Consumers Portfolio Services
Debtor's source of down payment: credit for trade in of current vehicle

CURRENT/PREVIOUS VEHICLE
Disposition of old automobile: Traded in as down payment
Reason for replacement: Several months ago debtor was assigned a job that requires very extensive driving. The new vehicle gets much better gas mileage.

6. If the debtor is trading in a vehicle as part of this transaction:

DESCRIPTION OF VEHICLE BEING TRADED:			
Make: Chevrolet	Model: Traverse	Year: 2009	VIN: 1GNER23D498153754
Is the Vehicle being traded subject to a Lien or remaining balance on an existing lease? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes:			
Name of Lienholder/Lessor: Crescent Bank & Trust			
Will the existing Lien/lease be paid off as part of this transaction? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

7. Upon closing of the transaction, Debtor shall provide to the Trustee a copy of the completed Purchase or Lease Agreement and a copy of the RD-108 Application for Certificate of Title. If Paragraph 7 of this Order states that there is a vehicle or vehicles being traded in that are subject to liens or existing leases that will be paid in full as part of this transaction, upon receipt of the completed Purchase or Lease Agreement and a copy of the RD-108 Application for Certificate of Title, the Chapter 13 Trustee shall stop disbursing funds to those creditors whose liens were indicated as being paid in full upon the closing of the financing. Trustee shall not be obligated to recoup any disbursements to creditors made before the Trustee receives copies of the completed Purchase or Lease Agreement and the RD-108 Application for Certificate of Title.

BART'S BUSINESS FORMS, INC. (810) 714-0560 REV. 2/08



CHELSEA CHEVROLET - BUICK

2038 E. Eisenhower Ave. 1500 SOUTH MAIN STREET - CHELSEA, MICHIGAN 48118
(734) 475-8863 FAX (734) 475-0285



BUYER'S NAME Debra Neal		DATE 7-22-14	
ADDRESS 617 Campbell		E-MAIL ADDRESS 5411217@gmail.com	
CITY Indianapolis	COUNTY Washington	STATE MI	ZIP CODE 48118
RESIDENCE PHONE 734 245 6993	BUSINESS PHONE 934 296 224	CELL PHONE N 400 139 313 957	DRIVER'S LICENSE # OF (2nd Driver) N 400 139 313 957
YEAR 2014	MAKE Buick	MODEL Verrano	BODY TYPE 1SD
STOCK NUMBER B3124188	MILES 2801	VEHICLE IDENTIFICATION NUMBER 1G49P5SK9E4121188	PLATE No. EXP. SALESPERSON'S NAME BVM4803 Alice Linderich

Subject to terms and conditions below and on the reverse side of this order.

agrees to sell buyer(s) agrees to purchase the following vehicle: (Dealer),

☐ NEW ☒ DEMONSTRATOR ☐ TRUCK ☐ OTHER
☐ USED ☐ CAR ☐ LEASE

IMPORTANT NOTICE CONCERNING INSURANCE

Buyer(s) must have insurance for liability for injury to person or damage to property of others (PL & PD) in order to take title to the vehicle.
Buyer(s) Note: Neither accident & health insurance nor credit life insurance provide PL & PD coverage.
If a credit sale, buyer is required to maintain collision insurance on vehicle during the term of the finance contract.
A buyer over the age of 60 years may not be eligible for either credit life insurance or accident and health insurance. Buyer is not required to obtain either accident and health insurance or credit life insurance. However, if desired, buyer may choose the agent from which said insurance will be obtained.

GM OPTION & CREDIT CARD INFORMATION

GMS, PER, SUP

NAME

AUTHORIZATION #

APPROVAL #

GM CREDIT CARD AMOUNT

AUTHORIZATION #

DOWNPAYMENT COMPUTATION

MAKE OF TRADE-IN	Chevrolet		
YEAR	MILES	MODEL	BODY
2009	92252	Trail	4
MVI OR SERIAL NO.	16-NER23D499153754		
BALANCE OWED TO:	Credit Bank + Trust		
ADDRESS	5401 Jefferson Hwy Suite D Hamden LA 70183		
TRADE IN ALLOWANCE (Subject to reappraisal see paragraph (5) on reverse side)	\$	10000.00	
LESS BALANCE OWED ON TRADE-IN	\$	2019.76	
NET ALLOWANCE ON TRADE-IN	\$	7980.24	
PLUS DEPOSIT	\$		
	\$	750	
	\$	750	
	\$	2000	
	\$	500	
DOWN PAYMENT	\$	11980.72	

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

INSURANCE CO.

ADDRESS

POLICY NO.

AGENT

PHONE NO.

DEDUCTIBLE

DEALER INSTALLED NON-GENERAL MOTORS ACCESSORIES
(See paragraph 1 under "Important Buyer Information" below)

72 months at 15.95%
\$ 259.69 Pmt/mo
Consumers Portfolio Services

MSRP: \$25260.00

SELLING PRICE	22520.57
DOCUMENT FEES	\$ 180.00
OTHER TAXABLE ITEMS	\$
TOTAL TAXABLE PRICE	\$ 22702.57
SALES TAX	\$ 1242.15
SERVICE AGREEMENT	\$
LICENSE OR LICENSE TRANSFER FEE AND TITLE/REGISTRATION FEE	\$ 23.00
1. TOTAL DELIVERED PRICE	\$ 24167.72
2. DOWNPAYMENT (See Left-Hand Column for Details)	\$ 11980.72
3. BALANCE DUE ON DELIVERY (difference between Items 1 and 2)	\$
4. AMOUNT TO FINANCE (difference between Items 3 and 5)	\$ 11987.00
5. CASH DUE ON DELIVERY	\$ 500.48

CASH OR CASHIER'S CHECK UPON DELIVERY

IMPORTANT BUYER INFORMATION

1. All goods, services and vehicles sold hereunder are sold "AS IS" unless Dealer furnishes Buyer with a written warranty or service agreement, or the used car sticker on the window of the vehicle indicates otherwise (See Paragraph 1 on reverse side). Warranties, if any, on dealer-installed non-General Motors accessories are provided by the manufacturer or supplier of such accessories and not Dealer. Only the manufacturer or supplier of such accessories is responsible for performance under any such warranty. This limitation in no way affects the vehicle manufacturer's warranty, if any.
2. If this is a credit sale and a financing disclosure statement has not been completely filled in, this order is not binding on either the Buyer or the Dealer, and either can cancel it, in which event the Buyer will recover the deposit. However, this order shall become binding on the Buyer upon Buyer's receipt of a completely filled in financing disclosure statement.

3. THE SALESPERSON HAS NO AUTHORITY TO MAKE ANY PROMISES OR REPRESENTATIONS UNLESS THEY ARE WRITTEN ON THIS ORDER AND APPROVED BY DEALER'S AUTHORIZED REPRESENTATIVE.

4. THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON REVERSE SIDE ARE PART OF THIS ORDER.

5. Unless otherwise noted, the buyer's name listed below (A) below is the registered owner of the vehicle. If credit life insurance and/or accident and health insurance is selected, the registered owner of the vehicle is the insured.

6. For new vehicles purchased from inventory, General Motors Engine

Designation:

Produced by:

DIVISION:

BUYER REPRESENTATIONS

Buyer certifies that no credit has been either extended to him by dealer or arranged for him by dealer for the cash downpayment unless it appears in writing on the face of this order. The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized.
I have read the contract printed on the back thereof and agree to it as a part of this order as it is here printed above my signature. I have read and am 18 years of age or older, and hereby acknowledge receipt of a copy of this order.

This Order shall not be deemed a contract until it is signed by the Buyer.